

## 1. Stadhouders Advocaten

- 1.1. The partnership of Stadhouders Advocaten (hereinafter referred to as: the 'partnership') is based in Utrecht, the Netherlands and consists of natural persons, all lawyers, and the private company of Hora Ruit Tempus Fluit B.V., within which company P.S. Fluit LL.M. practises as a lawyer. The partnership works together with D.J.B. de Wolff LL.M. and M.J.M. ten Voorde LL.M. under the name of Stadhouders Advocaten.
- 1.2. Where in these terms of service reference is made to 'Stadhouders Advocaten', this is understood to include both the partners of the partnership, D.J.B. de Wolff LL.M., M.J.M. ten Voorde LL.M. and the lawyers employed at the partnership. An up-to-date overview of the lawyers can be found at [www.stadhouders.nl/advocaat/](http://www.stadhouders.nl/advocaat/).

## 2. Scope

- 2.1. These terms of service apply to all engagements given to Stadhouders Advocaten and any ensuing legal relationships, unless agreed otherwise in writing prior to entering into a letter of engagement.
- 2.2. These terms of service can be invoked by Stadhouders Advocaten as well as all persons affiliated with Stadhouders Advocaten.
- 2.3. This also applies to successors under universal title of the affiliated persons, previously affiliated persons and legal successors under universal title of previously affiliated persons.

## 3. Engagement

- 3.1. An engagement is not created until it has been accepted. As regards the creation of an engagement, Stadhouders Advocaten can only be represented by one of the lawyers.
- 3.2. All letters of engagement are entered into between the client and Stadhouders Advocaten, not between the client and any person affiliated to Stadhouders Advocaten, even if the engagement is performed by a specific person affiliated to Stadhouders Advocaten. The applicability of Sections 7:404 and 7:407 of the Dutch Civil Code [DCC] is excluded.
- 3.3. Stadhouders Advocaten shall exercise due care in performing the engagements given to it and any ensuing work as well as in selecting any auxiliary persons and third parties.
- 3.4. Stadhouders Advocaten shall be obliged to perform the agreed engagement to the best of its knowledge and ability and in accordance with high standards, including the applicable (professional) regulations. It shall never be under an obligation to achieve a result.

## 4. Invoice

- 4.1. The client shall pay the fee plus disbursements and turnover tax for the performance of an engagement. The fee is based on the agreed hourly rate and the hours spent, unless explicitly agreed otherwise. Disbursements shall be understood to include, among other things, the court registry fee, the bailiff's fee, if any, and costs incurred for extracts from public registers.
- 4.2. The client will be sent interim invoices for the work performed, if the performance of the engagement extends over a period of more than one month. Stadhouders Advocaten shall at all times be entitled to demand disbursements from the client. Received disbursements shall be offset against the final invoice for the engagement.
- 4.3. In matters which are dealt with on the basis of the statutory legal aid system, the provisions of the previous paragraphs shall only apply to the disbursements and costs to be borne by the client on the grounds of the legal aid approval.
- 4.4. If the other party pays the fee for its work into the clients' account of Stadhouders Advocaten, this payment can be used to pay any outstanding costs. The client will receive a written confirmation of it.

## 5. Payment

- 5.1. Invoices from Stadhouders Advocaten must be paid within 21 days of the invoice date, unless agreed otherwise. If payment is not made within this term, the client is in default by operation of law and the applicable statutory or commercial interest rate shall be payable on the total invoice amount (on the grounds of Sections 6:119 and 6:119a of the DCC).
- 5.2. Only payment by transfer into the bank account mentioned in the invoice or payment in cash (up to the maximum for cash payments generally accepted in the legal profession) against proper proof of payment shall serve as discharge. Any charges incurred for collection measures taken in respect of a defaulting client shall be borne by this client. Extrajudicial collection charges will be fixed at 10% of the outstanding balance with a minimum of €25.

For the purposes of this article, clients are considered equivalent to third parties who have bound themselves towards Stadhouders Advocaten to pay the invoices on behalf of the client.

- 5.3. Stadhouders Advocaten shall never be liable if the client uses the clients' account of Stadhouders Advocaten and the bank fails to fulfil its obligations.
- 5.4. If a payment term is exceeded and the client is, or is at risk of being, in arrears for €2,500 or more, the acting lawyer may cease work until all payment obligations have been fulfilled.

## 6. Privacy

- 6.1. Stadhouders Advocaten is the controller under the General Data Protection Regulation (GDPR). It will process personal data in accordance with its privacy statement, which can be found at [www.stadhouders.nl](http://www.stadhouders.nl).
- 6.2. As a consequence of applicable legislation, such as the Money Laundering and Terrorist Financing (Prevention) Act [*Wet ter voorkoming van witwassen en financieren van terrorisme*], Stadhouders Advocaten is obliged to establish the identity of its client and to report unusual transactions under certain circumstances to the authorities.  
By giving Stadhouders Advocaten an engagement, the client confirms to be aware of this and to give permission for it to the extent necessary.
- 6.3. Files will be kept for a period of at least seven years, after which Stadhouders Advocaten is free to destroy them.

## 7. Liability

- 7.1. The liability of Stadhouders Advocaten for damage arising from or relating to the performance of an engagement shall at all times be limited to the amount that can be claimed under the professional liability insurance of Stadhouders Advocaten in the matter concerned, plus the amount of the excess under the policy. The maximum coverage of this insurance is limited to an amount of €1,500,000. The policy terms can be inspected on request. If, for whatever reason, no payment is made under this insurance or if only part of the liability is covered by the insurance, each liability is limited to the amount of the invoices paid in connection with the engagement up to a maximum of €100,000. Stadhouders Advocaten excludes the joint and several liability of its lawyers and employees.
- 7.2. Stadhouders Advocaten shall at all times exercise due care when engaging third parties. Stadhouders Advocaten shall, however, not be liable for any shortcomings of these third parties.
- 7.3. The client indemnifies Stadhouders Advocaten against claims from third parties, including the reasonable costs of legal aid, which may in any way be related to the work performed for the client, unless the claims arise from gross negligence or wilful misconduct.
- 7.4. Each claim for damages shall lapse upon expiry of one year after commencement of the day following the day on which the client became aware of the damage and Stadhouders Advocaten's liability for such damage.

## 8. Governing law, Complaints and Dispute Settlement Scheme for the Legal Profession

- 8.1. All legal relationships between Stadhouders Advocaten and the client shall be governed exclusively by Dutch law.
- 8.2. Agreements between Stadhouders Advocaten and the client shall be governed by the Complaints and Dispute Settlement Scheme for the Legal Profession. Handling of complaints will start with the internal complaints procedure as laid down in the internal complaints scheme, which can be found at [www.stadhouders.nl](http://www.stadhouders.nl). This procedure commences when a client reports a complaint to the acting lawyer or to the complaints' officer of Stadhouders Advocaten.  
If the acting lawyer or the complaints' officer does not succeed in resolving the complaint to the client's satisfaction, it can be submitted to the Disputes Committee for the Legal Profession. All disputes arising from the creation or performance of the engagement, damages up to €10,000 and invoice disputes shall be settled by this committee. The regulations of the Disputes Committee for the Legal Profession can be found at [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl).  
Claims which cannot be handled by the Disputes Committee for the Legal Profession can be submitted to the court.
- 8.3. If these terms of service are issued in a different language, the Dutch text shall be binding in the case of a dispute about the substance or purport.

These terms of service were published at [www.stadhouders.nl](http://www.stadhouders.nl) on 5 March 2021.